

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

**JIM BUSH
d/b/a Trenton Cinema LLC
or Big Time Cinema Trenton 3,
Plaintiff,**

vs.

Case NO: 5:12-CV-06106-DGK

AT&T Corp aka AT&T Mobility National Account LLC,

Defendants.

**PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO COMPEL
ARBITRATION AND STAY ACTION**

COMES NOW the Plaintiff, Jim Bush d/b/a Trenton Cinema LLC or Big Time Cinema Trenton 3 and move the Court to deny Defendant AT&T Motion to Compel Arbitration and Stay Action for one or more of the following reasons:

- 1) Plaintiff contacted Defendant's representative at Defendant's place of business in Chillicothe, Missouri on or before June 11, 2011 for service. Plaintiff has only the AT&T Mobile Business Agreement which Plaintiff's Exhibit 1.
- 2) In said Exhibit 1, there is no mention of arbitration between the parties. Exhibit 1 is the only document Plaintiff has concerning any agreement existing between the parties.
- 3) Plaintiff has no knowledge nor never entered into Defendant's Exhibits for Arbitration Agreement.
- 4) Plaintiff further never consented to the arbitration forum in New York City, New York. Plaintiff resides in rural north central Missouri, town of Trenton, Missouri.
- 5) Defendant's sales representative when selling Defendant's service to the Petitioner never present, discussed, made mention of or stated in selling Defendant's service, Plaintiff would be compelled to arbitrate any dispute between the parties.

6) To Plaintiff's knowledge, there are no signed documents where Plaintiff consented to arbitration any disputes between the parties.

7) Plaintiff has filed four counts against the Defendant. Count I for Breach of Contract, Count II Merchandise Practice Act and Count III for Misrepresentation/Fraud, and Count IV for Emotional Distress/Harassment.

8) Plaintiff did not sign an agreement to arbitration. The Defendant's sales representative in Chillicothe, Missouri did not present nor mention any arbitration agreement as part of the services being sold to Plaintiff. Plaintiff has alleged fraud in his transaction with the Defendant. Therefore, Defendant's Motion to Compel Arbitration should be denied.

9) See Plaintiff's Pleading and attached Affidavit for factual support.

WHEREFORE, Plaintiff moves the Court to deny Defendant's Motion to Compel Arbitration and Stay. Compelling the parties into early assessment at mediation under Local Court Rules, and any other relief the Court deems just and proper.

BY /s/John L. Young
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ATTORNEY FOR PLAINTIFF.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically filed and mailed, postage prepaid, a copy of the above to the attorney of record for the above cause of action on this 25th day of October, 2012.

/s/John L. Young
JOHN L. YOUNG